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DEPUTY



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STATE OF KANSAS } ss  
SEDGWICK COUNTY }

Nov 12 12 31 PM '98

DECLARATION OF COVENANTS  
FOR SOME LOTS IN THE  
SPRINGCREEK 4TH ADDITION  
DERBY, SEDGWICK COUNTY, KANSAS

BILL HECK  
REGISTER OF DEEDS

MICROFILMED  
OF RECORD

CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND EASEMENTS AFFECTING  
PROPERTY OF SPRINGCREEK, INC.

THIS declaration made this 10th day of November, 1998, by SPRINGCREEK, INC., hereinafter called the  
GRANTOR.

WITNESSETH

WHEREAS, Grantor is the 100% owner of the real property described in Clause I of this  
Declaration, and is desirous of subjecting the real property described in Clause I to the conditions,  
covenants, restrictions, reservations and easements hereinafter set forth, each and all of which is and for the  
benefit of said property and for each owner thereof, and shall insure to the benefit of and pass with said  
property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any  
owner thereof;

NOW THEREFORE, Springcreek, Inc., hereby declares that the real property described in and  
referred to in Clause I hereof is and shall be held, transferred, sold, conveyed and occupied subject to the  
conditions, covenants, restrictions, reservations and easements hereinafter set forth.

CLAUSE I  
DEFINITION OF TERMS

RESIDENTIAL BUILDING SITE as well as BUILDING SITE: Any lot or two or more  
contiguous lots or portions thereof, or a parcel of land upon which a detached single-family dwelling may  
be erected in conformance with the requirements of these covenants.

DETACHED SINGLE FAMILY DWELLING or SINGLE FAMILY DWELLING: A building  
and appurtenant structure thereto as defined in Clause II, Section A, hereof, erected and maintained in  
conformance with the requirements of these covenants for private residential purposes and designed for  
occupancy by a single family. It shall not mean any flat, apartment, multi-family dwelling or duplex even  
though intended for residential purposes.

OUTBUILDINGS: An enclosed, covered structure not directly attached to a single family  
dwelling to which it is appurtenant.

GRANTOR: Shall mean SPRINGCREEK, INC., its successors and assigns.

IMPROVEMENTS: Shall mean and include a detached single-family dwelling as herein defined,  
outbuildings, fences, masonry walls, hedges, mass plantings, exterior antenna and other usual  
appurtenances now common to dwelling usage or common thereto during the existence of these covenants.

FRONT and SIDE STREET BUILDING SETBACK LINE or LINES: The minimum distance  
that a detached single-family dwelling shall be set back from the front and/or side lines respectively.

SIDE BUILDING SITE LINE: The boundary or property line dividing two adjoining building  
sites.

PROPERTY SUBJECT TO THIS DECLARATION

The real property that is, and shall be, conveyed, transferred, occupied and sold subject to the  
conditions, covenants, restrictions, reservations and easements with respect to the various portions thereof  
set forth in the various clauses and sections of this declaration is located in the County of Sedgwick, State  
of Kansas, and is more particularly described as follows, to-wit:

Lots 5 through 9, Block E; Lots 18 through 34, Block F; all in the Springcreek 4th  
Addition, in Derby, Sedgwick County, Kansas.

Springcreek Inc  
1608 E Lewis  
Wks 67211

100sec

(c)

CLAUSE II  
GENERAL PURPOSE OF CONDITIONS

The real property described in Clause I hereof is subject to the conditions, covenants, restrictions, reservations and easements hereby declared to insure the best use and the most appropriate development and improvements of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practical, the natural beauty of such property; to guard against the erection thereon of poorly designed or disproportionate structures, and structures built of improper or unsuitable materials; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to secure and maintain proper set-backs from streets, and adequate free spaces between structures; and in general to provide for a high type and quality of improvements in said property.

- A. No structures shall be erected, altered, placed or permitted to remain on any building site subject to this declaration other than one new detached single-family dwelling, for private use, a private garage, and other outbuildings incidental to residential use of the premises.

All dwelling units of any nature on any site shall be connected to the public sewer system and public water system, as approved by the City of Derby, Kansas.

All buildings shall comply in every way with the City of Derby Zoning Ordinances and Regulations.

- B. In lieu of restrictions heretofore commonly used governing minimum cost or square foot area of dwellings, both of which have proven inadequate in protecting existing or future property owners because of the fluctuating value of the dollar and changing designs, customs and trends in home building, these Covenants shall and do hereby provide that no detached single-family dwelling or other improvements as herein defined shall be erected, placed or altered on any premises in said development until the building or other improvements plans, specifications and plot plan showing the location of such improvements on the particular building site have been submitted to and approved in writing as to conformity and harmony of external design, including the height of such improvements, with existing structures in the development, and as to location of improvements with respect to topography, grade and finished ground elevation, by Grantor; provided, however, that the Grantor, its successors or assigns, shall not be liable in damages to any one so submitting plans for approval, or to any other owner or owners of land covered by this instrument by reason of mistake in judgment, negligence or non-feasance of themselves, their agents or employees, arising out of or in connection with the approval or disapproval, or failure to approve any such plans, likewise any one so submitting plans to the Grantor for approval, by the submitting of such plans and any owner by so acquiring title to any of the property covered hereby, agrees that he or it will not bring any action or suit to recover any such damages against the Grantor. In the event Grantor fails to approve or disapprove such design, height, and location within THIRTY (30) DAYS after said plans and specifications have been submitted to it, this covenant will be deemed to have been fully complied with. If construction or alteration of original improvements or any subsequent additional improvements are begun in violation of the terms of this Section B, or without the written approval required in Section C, F, and J hereof and no suit to enjoin the erection, establishment or alteration of such improvements has been commenced prior to the completion thereof, this covenant will be deemed to have been fully complied with.

- C. All detached garages, outbuildings and greenhouses, erected on any of said building sites, if located in the rear yard, shall be placed at least FOUR FEET (4') from the side building site line.

- D. It is hereby provided that no retail, wholesale, manufacturing or repair business of any kind, nor barbershop or beauty shop, shall be permitted on any building site or in any detached single-family dwelling or appurtenant structure erected thereon, even though this does not include the employment of any additional person or persons in the performance of such services. No activity which may be or become any annoyance or nuisance to the neighborhood, shall be carried on upon any building site or in any detached single-family dwelling or appurtenant structure erected thereon.

- E. No basement, tent, shack, garage, barn or other outbuilding erected on a building site covered by these covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.
- F. No inoperable vehicles, commercial vehicles, boats, construction vehicles or like equipment or mobile or stationary trailers of any kind shall be permitted on any lot unless the same is stored in a completely enclosed garage which otherwise complies with these covenants, unless other arrangements are made with the Grantor and written approval is received from the Grantor.
- G. No used or secondhand house or building of any kind shall be moved or placed, upon said land, nor shall any trailer be moved, placed or permitted to remain upon a building site subject to these covenants.
- H. No chain link or picket fences of any kind shall be placed on any building lot.
- I. A Heritage II or like-kind roof, in the weathered wood (gray) color, is required on all dwellings and outbuildings.
- J. No animals or poultry of any kind, other than house pets belonging to the household of the premises, shall be kept or maintained on any part of the real property subject to these covenants, and no animal pens of any kind shall be erected without the express written approval of the Grantor.
- K. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of the building sites herein restricted without the consent in writing of the Grantor, provided, however, that permission is hereby granted for the erection and maintenance of not more than one signboard on each building site as sold and conveyed, which signboard shall not have an area of more than FIVE (5) SQUARE FEET and may be used for the sole and exclusive purpose of advertising for sale or lease, the building site upon which it is erected and improvements hereon, if any.
- L. No fence, masonry wall, hedge or mass planting shall be permitted to extend beyond the minimum front and side street building setback lines established herein nor shall any television or radio transmission or receiving antenna project higher than TEN (10) FEET above the highest peak of a detached single-family dwelling except upon approval in writing by the Grantor.
- M. Oil drilling, oil development operations, refining, mining operations of any kind or quarrying shall not be permitted upon or in any of the building sites subject to these covenants, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the building sites covered by these covenants.
- N. Easements for utility installations and maintenance affecting all lots subject to these covenants are reserved as shown on the recorded plat of the Springcreek 4th Addition, Derby, Sedgwick County, Kansas, hereinbefore described and referred to.
- O. The covenants, restrictions and reservations set forth above shall continue and be binding upon the Grantor and upon its successors and assigns and upon each of them and all parties and all persons claiming under them for a period of TEN (10) YEARS from NOVEMBER 10, 1998, and automatically shall be continued thereafter for successive periods of TEN (10) YEARS each; provided, however, that the property owners, as hereinafter defined, owning SIXTY PERCENT (60%) of the front feet of the building sites herein subjected to this declaration which are hereby restricted may release all of the land so restricted from any one or more of said restrictions or may change or modify any one or more of said restrictions, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same for record in the Office of the Register of Deeds of Sedgwick County, Kansas.

For the purposes and to determine who may be property owners as that term is used herein, they shall be any person, persons, firm, corporation or other legal entity named as grantees in any deed to property subject to these covenants and last recorded in the Office of the Register of Deeds, Sedgwick County, Kansas. A recordable certificate by an abstractor, title company or otherwise then generally legally recognized authority as to property ownership, doing business in Sedgwick County, Kansas, as to the record ownership of the property thereby restricted and a recordable certificate by a registered or certified surveyor or engineer authorized

to practice in the State of Kansas as to the front footage owned by the record owners as shown by said abstractors or title companies or otherwise then generally legally recognized authority's certificate shall be deemed conclusive of fee simple title ownership of property and front footage thereof so owned and hereby restricted with regards to compliance with the provisions of this section.

P. The covenants herein set forth shall run with the land and bind the present owner, its successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the owners of said building sites, their successors and assigns, to conform and observe said restrictions as to the use of building sites, and the construction of improvements thereon, but no restrictions herein set forth, shall be personally binding on any corporation, person or persons, except in respect to breaches committed during its, his or their seisin of, or title to said land, and Grantor or the owner or owners of any of the above land shall have the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of or to enforce the observances of the restrictions above set forth, in addition to ordinary legal action for damages, and the failure of Grantor and the owner of any other lot or lots or buildings sites hereby restricted to enforce any of the restrictions herein set forth at the time of its violation, shall in no event be deemed to be a waiver of the right to do so thereafter.


Q. Easements affecting all lots are reserved as shown on the recorded plat for utility installation, maintenance and drainage.

In the event the City Governing Body rezones a parcel or parcels in the above described addition, then the restrictions as set out herein shall not apply to the rezoned area.

R. Invalidation of any one of these covenants or any part thereof by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, we, the undersigned, have caused this instrument to be executed this 10th day of November, 1998.

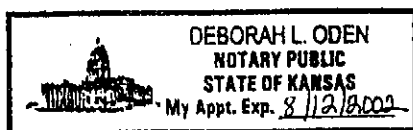
SPRINGCREEK, INC.

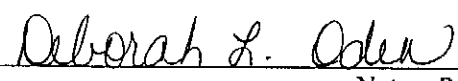
  
W. E. LUSK, JR., PRESIDENT

STATE OF KANSAS           )  
  )  
COUNTY OF SEDGWICK    )

BE IT REMEMBERED, that on this 10th day of November, 1998, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came W. E. LUSK, JR., PRESIDENT of SPRINGCREEK, INC., who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same, in behalf of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



  
Notary Public  
My Commission Expires: 8/12/2002